

**321—29.10(231B) Occupancy agreement.**

**29.10(1)** Prior to the tenant's taking occupancy, the tenant or tenant's legal representative, if applicable, and the EGH shall enter into and sign an occupancy agreement that clearly describes the rights and responsibilities of the tenant and of the EGH, and shall sign a managed risk policy disclosure statement.

**29.10(2)** The occupancy agreement shall be in 12-point type or larger, and be written in language using plain, commonly understood terms and, to the extent possible, be easy to understand by the tenant or the tenant's legal representative.

**29.10(3)** The written occupancy agreement shall include, but not be limited to, the following information in the body of the agreement or in the supporting documents and attachments:

*a.* A description of all fees, charges, and rates describing the tenant's accommodations and basic services covered, as well as any additional and optional services with their related costs.

*b.* A statement regarding the impact of the fee structure on third-party payments and whether third-party payments and resources are accepted by the EGH.

*c.* The procedure followed for nonpayment of fees.

*d.* Identification of the party responsible for payment of fees and identification of the tenant's legal representative, if any.

*e.* The term of the occupancy agreement.

*f.* A statement that the EGH must notify the tenant or the tenant's legal representative, as applicable, in writing at least 30 days prior to any change in the occupancy agreement, with the following exceptions. In these instances the notification shall be immediate:

(1) When the tenant's health status or behavior constitutes a substantial threat to the health or safety of the tenant, other tenants, or others, including when the tenant refuses to consent to relocation.

(2) When an emergency or a significant change in the tenant's condition results in the need for the provision of services that exceed the type or level of services included in the occupancy agreement and the necessary services cannot be safely provided by the EGH.

*g.* A statement that all tenant information shall be maintained in a confidential manner to the extent required under state and federal law.

*h.* Occupancy, involuntary transfer, and transfer criteria and procedures, which ensure a safe and orderly transfer from the EGH. The internal appeals process provided relative to an involuntary transfer.

*i.* The EGH policies and procedures for addressing grievances between the EGH and the tenant, including grievances relating to transfer and occupancy.

*j.* A policy regarding discrimination or retaliation against a tenant, tenant's family, or an employee of the EGH who has initiated or participated in any proceeding authorized by this chapter.

*k.* The emergency response policy.

*l.* The staffing policy which specifies that staff is available 24 hours per day, if nurse delegation will be used, and how staffing will be adapted to meet changing tenant needs.

*m.* The refund policy.

*n.* A statement regarding billing and payment procedures.

*o.* The telephone number for filing a complaint with DIA.

*p.* The telephone number for the office of the state long-term care resident advocate/ombudsman.

*q.* The telephone number for the elder abuse hotline.

*r.* A copy of the EGH statement on tenant rights.

*s.* A statement that the tenant landlord law applies to the EGH.

**29.10(4)** A copy of the occupancy agreement shall be provided to the tenant or the tenant's legal representative, if any, and a copy shall be kept by the EGH.

**29.10(5)** The occupancy agreement shall be reviewed and updated as necessary to reflect any change in the services offered and in financial arrangements.

**29.10(6)** A blank copy of the most current occupancy agreement form shall be made available to the general public upon request. The EGH basic marketing material shall include a statement that a copy of the occupancy agreement is available to all persons upon request.